

## SIDE LETTER AGREEMENT

BETWEEN  
THE CITY OF SAN JOSE  
AND  
THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME, LOCAL NO. 101 (MEF)

### Calculation of Overtime for Employees in the Police Data Specialist Series

The City and the Union acknowledge that the MEF Memorandum of Agreement (MOA) has the following language regarding the calculation of overtime compensation:

- 7.12.1 Hours assigned and worked in excess of forty (40) hours per week shall be compensated by overtime pay or compensatory time at 1.5 times the hourly rate for the number of overtime hours worked. With the exception of Holiday Leave, paid time off shall not be considered time worked for the purpose of calculating eligibility for overtime.

Employees in the Police Data Specialist class series listed below in the Police Department are often required to work mandatory overtime shifts due to the twenty-four hour operations of the Police Department.

- Police Data Specialist I
- Police Data Specialist I (PT)
- Police Data Specialist II
- Police Data Specialist II (PT)
- Senior Police Data Specialist
- Supervising Police Data Specialist

In recognition of the circumstances listed above, effective the beginning of the first full pay period following this Agreement being signed by all parties below, paid time off (excluding sick leave) shall be considered time worked for the purpose of calculating eligibility for overtime compensation for employees in the classifications in the Public Data Specialist class series listed above, and only during the term of this Agreement.

This Agreement shall become effective the beginning of the first full pay period following this Agreement being signed by all parties below. This Agreement shall expire on June 30, 2020. Either party may, at any time, terminate the Agreement prior to June 30, 2020, upon fifteen (15) day advance written notice being provided to the other party.

#### FOR THE CITY:

J Schembri 6/3/19  
Jennifer Schembri Date  
Director of Human Resources  
Director of Employee Relations

#### FOR THE UNION:

Robyn Zamora 6/3/19  
Robyn Zamora Date  
President, MEF, AFSCME Local 101

Carol McEwan 6/3/19  
Carol McEwan Date  
Business Agent, AFSCME Local 101